

ORIGINAL

Of Counsel:

CLAY CHAPMAN CRUMPTON IWAMURA & PULICE

ROBERT E. CHAPMAN #2679

[rchapman@paclawteam.com](mailto:rchapman@paclawteam.com)

MARY MARTIN #5475

[mmartin@paclawteam.com](mailto:mmartin@paclawteam.com)

Topa Tower, Suite 2100

700 Bishop Street

Honolulu, Hawaii 96813

Telephone: (808) 535-8400

Facsimile: (808) 535-8444

FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

JUL 27 2007

at 11 o'clock and 0 min. A.M.  
SUE BEITIA, CLERK

Attorneys for Defendant-  
Counterclaimant  
Robert Alan Jones

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

CAROL J. NELSON,

Plaintiff,

vs.

ROBERT ALAN JONES,

Defendants,

ROBERT ALAN JONES,

Counterclaimant,

vs.

CAROL J. NELSON, MICHAEL  
CETRARO,

Counterclaim  
Defendants.

CIVIL NO. 01-182 KSC

**DEFENDANT'S OBJECTIONS TO  
ADMISSIBILITY OF  
PLAINTIFF'S EXHIBITS;**

EXHIBITS P-1, P-4, P-5,  
P-6, P-7, P-10, P-13, P-  
15, P-16, P-19;

CERTIFICATE OF SERVICE

BENCH TRIAL: August 7,  
2007

**DEFENDANT'S OBJECTIONS TO ADMISSIBILITY OF PLAINTIFF'S EXHIBITS**

COMES NOW Defendant-Counterclaimant Jones ("Jones"), by and through his attorneys, Clay Chapman Crumpton Iwamura & Pulice, and submits his objections to the admissibility of Plaintiff's Exhibits (attached hereto), as follows:

1. **Plaintiff's P-1** is described in counsel's transmittal as a "letter of intent", and purportedly was signed by Plaintiff and persons who are not, or are no longer, parties to this action.

The document lacks any signatures, despite the representation, and therefore it is inadmissible for lack of foundation, and hearsay. Further, the document has no relevance to the contract on which the instant lawsuit is based; the contract to which Jones became the assignee consisted only of one page of that document (which page is identified as P-2), with an amortization schedule (Exhibit D-8).

2. **Plaintiff's P-4** purports to be a letter between a non-party, and a former party to this lawsuit. It is therefore hearsay; it lacks foundation and relevance.

It is further inadmissible as it does not pertain to the litigating parties, nor to the issues at trial.

3. **Plaintiff's P-5.** This exhibit is objectionable for the exact same reasons as P-4.

4. **Plaintiff's P-6.** This exhibit is objectionable for the exact same reasons as P-4.

5. **Plaintiff's P-7.** This exhibit is objectionable for the exact same reasons as P-4.

6. **Plaintiff's P-10.** This exhibit is described as an accounting of "amounts owed and payments made with balances due", but it does not include the supporting documentation. Further, it is, unauthenticated, unsigned, and appears to be incomplete, as it does not include all of the payments that were made by Jones (see Exhibit D-13).


7. **Plaintiff's P-13.** This exhibit was purportedly written by an unknown person, and is therefore hearsay and lacks foundation. It is also irrelevant to the issues herein.

8. **Plaintiff's P-15.** This exhibit purports to be the deposition of a party who will testify at trial; therefore the deposition can only be used for impeachment, if appropriate. It is not admissible.

9. **Plaintiff's P-16.** This exhibit purports to be excerpts from a franchise offering, but any franchise issue is not relevant to the instant proceedings. More importantly, the document is hearsay and lacks foundation. It is unsigned, and it is hearsay because it cannot be authenticated.

10. **Plaintiff's P-19.** This exhibit appears to be selective portions of Defendant's Exhibit D-13. As provided, it is an incomplete representation of payments made by and/or on behalf of Jones, and therefore inadmissible.

DATED: Honolulu, Hawaii; July 27, 2007

  
\_\_\_\_\_  
ROBERT E. CHAPMAN  
MARY MARTIN  
Attorneys for Defendant